

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco

P.O. Box 420603
CA 94142-0603

SHIFT PROVISIONS

FOR

**OPERATING ENGINEER (HEAVY & HIGHWAY WORK)
(SPECIAL SINGLE & SECOND SHIFT),
OPERATING ENGINEER (BUILDING CONSTRUCTION)
(SPECIAL SINGLE & SECOND SHIFT),
STEEL ERECTOR & FABRICATOR (OPERATING ENGINEER – BUILDING
CONSTRUCTION) (SPECIAL SINGLE & SECOND SHIFT),
STEEL ERECTOR & FABRICATOR (OPERATING ENGINEER – HEAVY & HIGHWAY
WORK) (SPECIAL SINGLE & SECOND SHIFT),
PILE DRIVER (OPERATING ENGINEER – HEAVY & HIGHWAY WORK)
(SPECIAL SINGLE & SECOND SHIFT),
PILE DRIVER (OPERATING ENGINEER – BUILDING CONSTRUCTION)
(SPECIAL SINGLE & SECOND SHIFT),
TUNNEL / UNDERGROUND (OPERATING ENGINEER – HEAVY & HIGHWAY WORK)
(SPECIAL SINGLE & SECOND SHIFT)**

IN

**ALAMEDA¹, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA¹,
DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN,
MADERA, MARIN¹, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY,
NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO¹,
SAN JOAQUIN, SAN MATEO¹, SANTA CLARA¹, SANTA CRUZ, SHASTA, SIERRA,
SISKIYOU, SOLANO¹, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY,
TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES**

¹County not covered by Operating Engineer (Building Construction), Steel Erector & Fabricator (Operating Engineer – Building Construction) and Pile Driver (Operating Engineer – Building Construction)

Note: The shift provisions provided in the following pages provide the work hours that are applicable to each shift. Shift differential pay is required and will be enforced during each applicable shift. Any provision limiting the work hours for a particular type of work will not be enforced on public works.

MASTER AGREEMENT
for
NORTHERN CALIFORNIA
between
ASSOCIATED GENERAL CONTRACTORS
OF CALIFORNIA, INC.,
and
LOCAL UNION NO. 3
of the International Union
of Operating Engineers, AFL-CIO

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Department of Industrial Relations

JAN 27 1997

Div. of Labor Statistics & Research
Chief's Office

THIS AGREEMENT, made and entered into this 16th day of June, 1996, by and between the ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC. ("Employer") and OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO ("Union").

01.00.00 EMPLOYEES, CLASSIFICATIONS, MANNING, AND WAGE RATES

01.01.00 On all work covered by this Agreement (Section 02.05.00) when performed, and in all instances in which equipment used in the performance of work covered by this Agreement is operated, regardless of when the work was bid or let, such work shall be performed and such equipment shall be operated by Employees obtained in accordance with Section 04.00.00 and the Job Placement Regulations of this Agreement and they and each of them shall be employed in the classifications and at the wage scales as follows, including such additions as may be made in accordance with Section 20.00.00.

01.01.01 Notwithstanding any provisions of this Section 01.00.00 relating to manning, any piece of equipment involved in excavation for which no employee is setting line or grade, or performing work which historically has been performed by Assistant to Engineers, an Assistant Engineer shall not be required. If assistance is necessary, such assistance shall be performed by an Assistant to Engineer. In the event a violation is alleged, and a dispute exists which cannot be resolved between the Employer and the Union, any Individual Employer found to be in violation of this Section 01.01.01 by a Board of Adjustment shall forfeit the application of this Section on *ALL* said Individual Employer's jobs or projects for the period of time and in the manner prescribed hereunder:

- (1) *First (1st) Violation:* Said Section shall not apply for a period of three (3) consecutive months from the date said Individual Employer is found in violation by said Board of Adjustment and *manning* all Individual Employer's jobs or projects shall be in accordance with the requirements of Section 01.03.00 *Classifications, Manning and Rates*;
- (2) *Second (2nd) Violation:* Same application as in (1) above for a period of six (6) consecutive months;
- (3) *Third (3rd) Violation:* Same application as in (1) and (2) above for the duration of the Agreement.

NOTE: This Section shall not apply to any traditional crane work and any manning requirements on crane work shall be in accordance with Section 01.03.01.

01.02.00 Area Definitions. Section 24.00.00 provides a description of Areas 1 and 2 based upon Township and Range Lines. The Area 2 wage, as set forth in Section 01.03.00, shall be paid in all areas of Northern California not included in Area 1.

01.02.01 If all compensable time is spent by any Employee in Area 1, he shall be paid the Area 1 rate.

01.02.02 If two (2) or more hours of compensable time (straight or overtime) on any shift are spent by an Employee in Area 2, he shall be paid the Area 2 rate for the entire day.

01.02.03 The Employees employed by an Individual Employer in a permanent yard or shop or plant and Employees employed by an Individual Employer on residential construction projects (not camps), subdivisions, buildings of three (3) stories or less including utilities and site work related to these buildings, streets, roadways and utilities which are a part of a residential construction project located within Area 2 shall be paid the Area 1 wage rate.

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CONTRACTS

(10) hours or before a shift begins. The overtime provisions of this Agreement applicable to Saturdays, Sundays and holidays shall apply to this Section. On shift work, i.e.; a two (2) -shift operation, the provisions of this Agreement applicable to shift work shall apply consistent with the ten (10) -hour day.

Plants and Shops. To the extent permitted by law, a four (4) by ten (10) hour workweek may apply to plants or shops, Monday through Friday upon mutual agreement of a majority of Employees at each plant or shop, the Individual Employer and the Union. The workweek may commence on Monday and Tuesday unless otherwise agreed to by the Employees, the Individual Employer and the Union. Any four (4) by ten (10) hour workweek established shall be four (4) consecutive days.

06.01.02 *Monday through Saturday.* To the extent permitted by law, Saturday work may be performed at straight-time rates in the event of time lost during the workweek due to one or more of the following conditions: inclement weather, major mechanical breakdown or shortage of materials beyond the control of the Individual Employer, provided the total straight-time hours worked by any Employee in any one (1) week including Saturday make-up work, shall not exceed forty (40) hours. Saturday make-up work shall be performed on a voluntary basis only, and no Employee shall be discharged or otherwise disciplined for his refusal to perform such work.

06.01.03 The above Section shall not apply when working in conjunction with and/or in support of another craft employed by the Individual Employer and receiving overtime for Saturday work. Where such other craft is receiving overtime, the Employees covered by this Agreement shall be compensated on the same basis.

06.02.00 Not less than one-half (1/2) of a shift or a full shift from April 1st through November 15th and not less than one-half (1/2) of a shift, three-quarters (3/4) of a shift or a full shift from November 16th through March 31st at the applicable rate shall be paid for the work performed on any one (1) shift subject to Section 06.22.00 of this Section, except that on the first (1st) day of employment; on jobs of less than one (1) day's duration; on the last day of the job; and on any day that the work on a job or project is suspended on account of weather conditions, by written order of the Contracting Authority, or by any Governmental agency having the authority to suspend the work, by the unavailability of fuel, power or water, and on days on which there is a major mechanical breakdown (i.e., Employees directly affected by such breakdown), not less than four (4) hours at the applicable rate shall be paid for work performed and any time thereafter shall be reckoned by the hour.

06.03.00 *Reckoning of Time.* Straight-time hours of employment shall be reckoned by the half (1/2) shift and the full shift from April 1st through November 15th and by the half (1/2) shift, three-quarters (3/4) shift and the full shift from November 16th through March 31st, except as otherwise provided in Section 06.02.00 above. Overtime hours of employment before and after a shift shall be reckoned by the hour and half-hour at the applicable overtime rate. Overtime on Saturdays, Sundays or holidays shall be reckoned as provided in Section 06.22.00. If an Employee quits work on his own, he shall be paid only for actual time worked.

06.03.01 Provided, however, in cases of emergency, Employees called out to work "the second half of the shift" during the normal straight-time hours shall receive not less than four (4) hours at the applicable overtime rate.

06.03.02 Employees who work on a chip seal job shall be paid not less than four (4) hours at the applicable rate. Work performed in excess of four (4) hours up to a full shift shall be reckoned by the hour.

06.04.00 On a single shift, eight (8) consecutive hours or ten (10) consecutive hours (exclusive of meal period) shall constitute a shift's work; the regular starting times of the single shift shall be between 5:00 a.m. and 10:00 a.m. An earlier or later starting time may be established by agreement between the Union and the Individual Employer. The Individual Employer shall not engage in any scheme, device or subterfuge to circumvent Sections 06.04.01 and/or 06.14.01, including, but not limited to changing Employees from one piece of equipment to another, or from one assignment to another, moving equipment and/or Employees from one work site to another, or using a different piece of equipment to perform the work.

06.04.01 The Heavy Duty Repairman and/or Welder performing a particular heavy duty repair assignment shall be given the first choice to perform the assignment before or after the shift.

06.04.02 *Paving, Soil Stabilization or Pipelaying Crews only.* The regular starting times of the single shift shall be between 5:00 a.m. and 9:00 a.m.

06.04.03 *Special Single Shift.* When the Individual Employer produces evidence in writing to the Union of a bona fide job requirement for a public agency or a public utility which certifies that some or all of work can only be done other than during the normal shift hours, and notifies the Union by certified mail at least three (3) days before the start of such special shift (except in the case of emergency), the Individual Employer may initiate such special shift of eight (8) consecutive hours (not in conjunction with any other shift) (exclusive of meal period), Monday through Friday. Such shift shall be in accordance with the provisions of Section 06.02.00.

1. Provided, however, if, by direction of the Contracting Authority, the bid specifications require it, or congestive traffic conditions on Fridays are such that working conditions would be unsafe for Employees, or counter-productive to the performance of work, the special single shift may commence on Sunday with double (2) time to be paid from 8:00 p.m. Saturday up to and including 8:00 p.m. Sunday and the applicable straight-time rate paid from 8:00 p.m. Sunday until completion of the eight (8) -hour special single shift. If Sunday is the first day of the workweek as provided herein, all hours worked between 8:00 p.m. Friday and 8:00 p.m. Saturday shall be paid at time and one-half (1-1/2).
2. Flexible starting times shall be permitted for crews on a special single shift whenever an Operating Engineer Foreman is employed on the special single shift.

06.04.04 Employee's straight-time rate shall be the applicable wage rate set forth in 01.03.00, 01.03.01, 01.03.02, 01.03.03, 01.03.06 and 01.04.00 for Special Single Shift work.

06.04.05 For the purposes of this Section, Saturday shall begin at the close of the regularly established shift on Friday.

06.04.06 *Special Service and Maintenance Shift.* Upon written notice to the Union, an Individual Employer may initiate a special service and maintenance shift (not to include heavy duty repair) other than during the normal shift hours. The Employees' straight-time wage rate for all work on such special service and maintenance shift shall be the applicable wage rate set forth in Group 4 of this Agreement. For the purpose of this Section, changing filters and belts and making minor adjustments are not considered to be heavy duty repair.

Once an Individual Employer has established a starting time for a special service and maintenance shift, it shall not be changed except by mutual consent of the Union and the Individual Employer.

06.05.00 When two (2) shifts are employed for five (5) or more consecutive days (or less if by mutual written agreement), eight (8) consecutive hours (exclusive of meal period) shall constitute a shift's work for the first shift, for which eight (8) hours shall be paid; and eight (8) consecutive hours (exclusive of meal period) shall constitute a shift's work for the second (2) shift, for which eight (8) hours shall be paid, at the Second Shift Wage Rates set forth in Section 01.03.00. Such shifts shall run consecutively. The straight-time hours for the second shift shall commence not later than three (3) hours after the end of work (either straight time or regularly scheduled overtime) on the first shift. On two-shift operations, the first shift shall have regular starting time not earlier than 6:00 a.m., and not later than 8:00 a.m. Once such two-shift operation and starting time have been established, they shall not be terminated other than on a Friday (except upon completion of the job), provided that the starting times may be changed by mutual consent. Shift hours and the applicable straight-time or overtime rate shall be paid whenever shifts are worked under the above conditions including Saturdays, Sundays and holidays.

NOTE: A wage rate by Group is established for second (2nd) shift. Second Shift Wage Rates for Groups 1 - 8A, Steel Erection and Piledriving are set forth in Sections 01.03.00, 01.03.01, 01.03.02, 01.03.06 and 01.04.00 and will be paid on the basis of eight [8] hours' work for eight [8] hours' pay.)

06.06.00 When three (3) shifts are employed for five (5) or more consecutive days (or less if by mutual written agreement), the first shift of the day shall work eight (8) consecutive hours (exclusive of meal period), for which eight (8) hours shall be paid. The second shift shall work seven and one-half (7-1/2) consecutive hours (exclusive of meal period) for which eight (8) hours shall be paid, and the third shift shall work seven (7) consecutive hours (exclusive of meal period) for which eight (8) hours shall be paid. Such shifts shall run consecutively. The straight-time hours for the third shift shall commence not earlier than the end of work and not later than one (1) hour after the end of work (either straight time or regularly scheduled overtime) on the second shift. On three-shift operations, the first shift of the day and of the workweek shall start at 8:00 a.m. Monday, and such workweek shall end with the closing of the third or graveyard shift Friday or at 8:00 a.m. Saturday, whichever is earlier, and 8:00 a.m. Monday shall be compensated for at the applicable overtime rate. Once established, shift rate shall apply on all work thereafter, including Saturdays, Sundays and holidays. Once such three-shift operations have been established they shall not be terminated other than on a Friday (except upon completion of the job).

06.07.00 On a single- and two-shift operation, Saturday shall be the twenty-four-hour period commencing at 12:00 midnight Friday or at the close of the regularly scheduled second shift, whichever is later. On a three-shift operation, Saturday shall run from the close of Friday's third or graveyard shift to 8:00 a.m. Sunday.

06.07.01 On a single- and two-shift operation, Sunday shall be the twenty-four-hour period commencing at 12:00 midnight Saturday or at the close of the regularly scheduled second shift, whichever is later. On a three-shift operation, Sunday shall run from 8:00 a.m. Sunday to 8:00 a.m. Monday.

06.07.02 The straight-time starting time for Employees on each shift shall be the same for all Employees employed on that shift.

06.08.00 On "Multiple-shift operations" (a two- [2] and/or three- [3] shift job), in addition to the two and/or three shifts, a single shift of eight (8) consecutive hours (exclusive of meal period) may be established, provided it is for five (5) or more consecutive days and has its own Operating Engineer Foreman where required, or if a Foreman is not required, is under separate supervision and further provided that on a two- or three-shift job such single shift is not related to and is not in conjunction with the work on the two- or three-shift operation. The regular starting time of such single shift shall be between 6:00 a.m. and 8:00 a.m.; provided, however, once such starting time has been established on a job or project, it shall not be changed except by mutual consent of the Union and the Individual Employer.

06.09.00 In the case of a multiple-shift operation, in no event shall the number of Employees on a second (2nd) or third (3rd) shift exceed the number of Employees on the first (1st) shift by more than fifty percent (50%). The foregoing may be modified by mutual agreement of the Union and an Individual Employer.

06.10.00 On multiple-shift operations, no shift shall work more than ten (10) hours, except in the event of an on-the-job emergency.

06.11.00 No single-shift Employee shall relieve a multiple-shift Employee, and no multiple-shift Employee shall relieve a single-shift Employee.

06.12.00 In the case of a multiple-shift operation, the Individual Employer will endeavor to fairly distribute overtime work on Saturdays, Sundays or holidays.

06.13.00 For the purposes of establishing shift operations, the Employees of the Individual Employer and the Employees of any subcontractor or other Individual Employer shall be considered separately.

06.14.00 No Employee shall work more than one (1) shift at straight time in any consecutive twenty-four (24) hours. No arrangement of shifts shall be permitted that prevents any Employee from securing eight (8) consecutive hours of rest in any consecutive twenty-four (24) hours. Such twenty-four (24) hours shall be computed from the start of the Employee's assigned shift.

06.14.01 Where there is equipment to be operated on a single-shift operation before the single shift begins or after it ends, or on a Saturday, a Sunday or a holiday, the Operating Engineer who regularly operates the particular piece of equipment shall be given first choice to perform the work, for not to exceed twelve (12) hours except in an emergency, and if an Assistant to Engineer is required, the Assistant to Engineer who is regularly assigned to the particular piece of equipment shall be given first choice to perform the work.

06.15.00 Where in any locality existing traffic conditions, weather conditions or power availability render it desirable to start the day shift at an earlier or later hour, such starting time may be set by mutual written agreement of the Individual Employer and the Union. Such different starting time may not be terminated except on a Friday or upon completion of the job.

06.16.00 If a breakdown occurs on equipment operated by Employees covered by this Agreement, it shall be in the discretion of the Individual Employer whether the Operator and his Assistant to Engineer or other Employees shall make the repairs including routine maintenance.

06.17.00 The recognized established practice regarding the starting and warming up of equipment by Employees under this Agreement shall not be changed.

06.18.00 No Employee shall be required to work alone during the hours of darkness when performing maintenance work on equipment. This provision shall not apply to Employees servicing and/or starting equipment one (1) hour prior to the start of a shift.

06.19.00 *Meal Period* There shall be a regularly scheduled meal period. The meal period shall be one-half (1/2) hour and shall be scheduled to begin not more than one-half hour before and completed not later than one hour after the mid-point of the regularly scheduled hours of work for each Employee's shift. The meal period for Mechanics, Service and Lubricating Engineers, may be scheduled to permit work at the applicable straight-time rate during the regularly scheduled meal period.

06.19.01 If the Individual Employer requires the Employee to perform any work included in 02.04.00 of this Agreement through his scheduled meal period, the Employee shall be paid at the applicable overtime rate for such meal period and shall be afforded an opportunity to eat on the Individual Employer's time.

06.19.02 Where it is necessary for such machines as compressors, refrigeration plants and pumps to operate during the lunch period, the operator of such machines shall receive pay for the lunch period at the applicable overtime rate only if required by the Individual Employer to monitor or service such machines.



OPERATING ENGINEERS LOCAL UNION No. 3

1620 SOUTH LOOP ROAD, ALAMEDA, CA 94502-7090 • (510) 748-7400 • FAX: (510) 748-7401
Jurisdiction: Northern California, Northern Nevada, Utah, Hawaii and Mid-Pacific Islands

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Department of Industrial Relations

JAN 03 2001

Div. of Labor Statistics & Research
Chief's Office

December 18, 2000

Dear Signatory Employer:

The Master Agreement for Northern California (Master Agreement) was modified and extended based on negotiations between Operating Engineers Local Union No. 3 and the Associations and subsequently ratified by the parties. Additionally, new classifications and wage rates were negotiated for new equipment. As an Independent to the Master Agreement you are being notified of the modifications, extension and new classifications which will directly effect and apply to your company.

A. Modifications to the Master Agreement take effect as follows:

1. **Heavy & Highway Committee.** The Employer will contribute one cent (\$.01) per hour to the Heavy & Highway Committee effective January 1, 2001. This will be added to and modify the Fringe Benefits Section 12.00.00.
2. **Apprenticeship Rates.** Effective January 1, 2001 the apprentice rates will be increased and Section 07.10.02 is modified as follows:

On-the-job training and
probationary/orientation period.....55%
1st Period Apprentice.....60%
2nd Period Apprentice.....65%
3rd Period Apprentice.....70%
4th Period Apprentice.....85%

3. **Seventy-two (72) Hour Letter.** Effective January 1, 2001, Section 18.03.04 and other relevant section(s) are modified to provide for a seventy-two (72) hours notice by letter from the Union instead of a twenty-four (24) hour notice.

B. The Master Agreement is extended with the following modifications:

1. **Term.** The term of the Master Agreement, as specified in Section 26.03.00, will be extended and remain in effect through June 15, 2006.
2. **Wages, Classifications and Supplemental Dues.** The wages, as stated in Sections 01.03.00, 01.04.00 and Addendum A Section 3, will increase for all classification covered by the Master Agreement for Northern California as follows:

Classifications	Effective Dates			
	6/16/02	6/16/03	6/16/04	6/16/05
All Classifications	\$1.20*	\$1.16*	\$1.16*	\$1.16*

*Increases to be allocated to wages and/or fringes by the Union. Supplemental dues increases will be allocated from the wage increase each year at fifteen cents (\$.15) per hour for all hours worked or paid effective June 16, 2002; increased by ten cents (\$.10) per hour effective June 16, 2003; increased by ten cents (\$.10) per hour effective June 16, 2004; and increased by ten cents (\$.10) per hour effective June 16, 2005.

C. The following classification actions and pay rates were negotiated in accordance with Section 20.01.00 of the Master Agreement for the following new equipment:

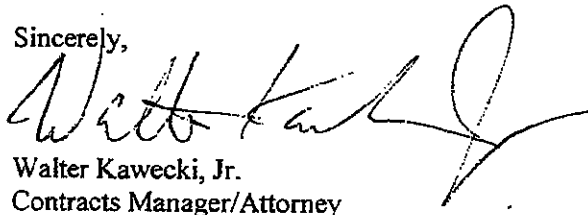
<u>New Equipment Classification</u>	<u>Wage Rate</u>	<u>Classification No.</u>
Fundex F-12 Hydraulic Pile Rig	Group 2 (piledriver rate)	3103
✓ Microtunneling Machine	Group 2	4780
✓ Long Reach Excavator	Group 3	4384
Tubex Pile Rig**	Group 4	8438
✓ Spider Plow and Spider Puller*	Group 4	7506
✓ Concrete Barrier Moving Machine*	Group 6	4970
Self-Loading Chipper	Group 6	6844
Tub Grinder Wood Chipper	Group 8A	8513

* Properly manned by two operators.

** Any assistance required shall be an Operating Engineer.

The parties agree that no Employee shall suffer a reduction in pay or loss of job because of the execution of the agreement concerning the above new equipment.

Sincerely,



Walter Kawecki, Jr.
Contracts Manager/Attorney

WK/sac

C: All Officers
California District Representatives

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